

पश्चिम बंगाल WEST BENGAL

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UMBRELLA MEMORANDUM OF UNDERSTANDING

BETWEEN

**TEZPUR UNIVERSITY
NAPAAM, TEZPUR, ASSAM 784028**

AND

**TRIPURA UNIVERSITY
SURYAMANINAGAR, AGARTALA, TRIPURA, 799022
AND**

THE UNIVERSITY OF BURDWAN, BURDWAN-713 104, WEST BENGAL

This Agreement made and entered into on this 21st day of October 2020, between THE UNIVERSITY OF BURDWAN, RAJBATI, BURDWAN, WEST BENGAL 713104, INDIA (hereinafter called "BU" which expression shall where the context so admits include its successors and permitted assignees) with its having administrative office at Rajbati, Burdwan 713 104, West Bengal of the one part, AND TEZPUR UNIVERSITY, NAPAAM, TEZPUR, ASSAM 784028, INDIA (hereinafter called "TEZU" which expression shall where the context so admits include its successors and permitted assignees) and the other part, AND TRIPURA UNIVERSITY, SURYAMANINAGAR, AGARTALA, TRIPURA, 799022, INDIA (hereinafter called "TU" which expression shall where the context so admits include its successors and permitted assignees) and the other part.

*For facilitating
Research under STRIDE, UGC Project*

The parties will discuss in the fields of common research interests and allied activities between the three institutions. for long-term collaboration for promotion of students' interests development of competencies and quality research in cutting edge areas in accordance with the provisions contained in the Guidelines of STRIDE Project, UGC.

AND WHEREAS the "BU", established on 15th June 1960 by Govt. of West Bengal vide Act No. XXIX of 1959 and recognized by University Grants Commission (under Section 12B of the UGC Act, 1956) at its Department of Commerce is involved in studies on various disciplines of AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the partnering parties.

1.0 PREAMBLE

Whereas, "THE UNIVERSITY OF BURDWAN (BU)" is one part and "TEZPUR UNIVERSITY (TEZU)" and "TRIPURA UNIVERSITY (TU)" are the other, all are parties to this MoU:

Whereas, "TEZPUR UNIVERSITY (TEZU)" is a leading University in Assam engaged in teaching and research in different fields of knowledge and learning and has brief competencies on the area. And has competencies and expertise on the proposed area of collaboration

Whereas, "TRIPURA UNIVERSITY (TU)" is a leading University in Tripura engaged in teaching and research in different fields of knowledge and learning and has brief competencies on the area. And has competencies and expertise on the proposed area of collaboration

Whereas, "THE UNIVERSITY OF BURDWAN (BU)" is a leading University in West Bengal engaged in teaching and research in different fields of knowledge and learning and has brief competencies on the area and has competencies and expertise on the proposed area of collaboration

All the parties are entering into this MoU for Research and Academic Collaboration in respect of taking part jointly in a research project under "STRIDE" of the University Grants Commission, India. The parties have discussed about their common research interest and submitted a project proposal to the University Grants Commission under the scheme named "STRIDE"

2.0 OBJECTIVES OF THE MOU

- a) Joint collaboration in Research and Academic fields under "STRIDE-III" of the University Grants Commission, India.
- b) Development of competencies and expertise on the proposed area of collaboration
- c) Improvement in the areas of common research of interest.

3.0 PROPOSED MODES OF COLLABORATION

(a) As per understanding among them following steps have been (or will be) initiated for common interest:

(i) **The name of the project is entitled as: Socially Responsible Business Practices: Analysis of the Indian Scene.**

(ii) The said project, if accepted by the University Grants Commission, will be lead (Principal Investigator, herein after called as PI) by Professor Santanu Kumar Ghosh of the Department of Commerce of the University of Burdwan.

(iii) Co-investigators are:

Sl No	Name of Co-investigators
1	Prof. Arindam Das of the Department of Commerce of the University of Burdwan
2	Dr. Arindam Laha of the Department of Commerce of the University of Burdwan
3	Dr. Som Sankar Sen of the Department of Commerce of the University of Burdwan
4	Dr. Sumit Kumar Maji of the Department of Commerce of the University of Burdwan
5	Dr. Manidipa Das Gupta of the Department of Commerce of the University of Burdwan and
6	Dr Santi Gopal Maji of the Department of Commerce of Tezpur University, Assam (On lien from NEHU as Assistant Professor w.e.f. 12.12.2019 to 11.12.2021) and
7	Dr. Subir Kumar Sen of the Department of Commerce of Tripura University, Tripura

(b) Steps of Collaboration:

(i) The Department of Commerce of the University of Burdwan will be the Nodal Centre. Tezpur University and Tripura University will be two Research Station associated with the Nodal Centre in respect of the concerned project.

(ii) The financial expenses to run the activities of the Nodal Centre at The University of Burdwan will be borne by all three participating institutions. The common costs and the proportion of responsibility to be shared by each institution will be identified by the PI and the Co-PIs. Here, the expenses and costs mentioned above will be borne out of the funds received or to be received from the UGC for the purpose of the STRIDE-III Project as mentioned in 3.0(a) (i) above.

(iii) **The financial responsibility of all the researchers will be personal and the institutions will in no way become liable except for the duties which they are required to perform as per the existing rules of the University Grants Commission and the university concerned.**

(iv) All researchers will be jointly liable to conduct the research study as mentioned in 3.0 (a) (i) above.

(v) Researchers will make decisions jointly under the leadership of the PI, as mentioned in 3.0 (a) (ii) above.

(vi) All researchers will follow the requirements laid down in the submitted project to the University Grants Commission, India and the associated scheme.

(vii) All **academic as well as administrative** matters relating to the functioning of the Research Stations (at Tezpur University and Tripura University) concerning this project, will be settled by the respective university in consultation with the PI of the project.

(viii) All researchers will be liable to complete the duties relating to the execution of the research project mentioned in 3.0 (a) (i) above as per the sanctioned terms and conditions of the University Grants Commission, India.

(ix) For conducting **joint activities** relating to the Project as mentioned in 3.0 (a) (i) above, the expenditure/cost of data collection, T.A, D.A and other relevant expenditure of the research team will be borne by the fund allocated to the respective Research Station as mentioned in the Project.

(xi) The Research Station located at Tripura University will be responsible to conduct **survey** in Tripura and Lower Assam and all expenses relating thereto will be borne from the fund allocated to this research station.

And

Accordingly the **survey** related expenditure of Meghalaya and Upper Assam will be borne by the Research Station located at the Tezpur University from the fund allocated to this Research Station.

And

It is also agreed that all the activities (including financial matters) related to this research Project as mentioned in 3.0 (a) (i) above, will be closely monitored by the Nodal centre located at the Burdwan University.

(xi) Hereinafter, it is also stated that, **for any visit** of the Researchers, Experts, Enumerators and any other staff related to the Project as mentioned in 3.0 (a) (i) above, to any Research Station, associated expenditures will be borne by the host Research Station from their allocated funds. All visits to the Research Stations from the Nodal Centre will be funded by the respective Research Station situated at Tezpur and Tripura.

(c) When the collaboration matures, possibility of similar research and/or academic collaborations in other fields of studies may be explored with mutual consent and discussion.

4.0 CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that, this information:

- is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
- is already known or become known to the receiving party,
- is received from a third party having no obligations of confidentiality to the disclosing party.
- is independently developed by the receiving party, or
- is required to be disclosed by law or court order.

5.0 NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular business, partnership, or dealership agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

6.0 TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph and can be renewed through mutual interest. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 90 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Business Agreement, Confidentiality clause as referenced in clause 4 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

7.0 RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose. Now onwards, till the validity of this agreement, both the parties may mention the name and LOGO of the other in their documents as "COLLABORATOR" for purposes as may be required to carry out the research under the scheme for which this MOU is made. But such an instance should be communicated by the user to the other party in writing beforehand.

8.0 INTELLECTUAL PROPERTY RIGHTS (IP)

Intellectual property rights of both the parties will continue to be maintained as is and no party will have rights to any IP already existing with each party. In case of any IP developed jointly, both parties would sign a separate agreement on a mutually agreed basis for such an instance and terms of the same would NOT be guided through this MOU.

9.0 ASSIGNMENT AND SCOPES

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

10.0 AMENDMENTS

Amendments or changes to this agreement or MoU shall be made in writing and signed by the duly authorized Representatives of the parties.

11.0 FUNDING

The initial stage of this agreement would not be funded by any of the parties; however, each party would be responsible for the cost of their travel and living expenses.

After the inception, when the collaboration matures, the funding may be realized on application to University Grant Commission (UGC). The Parties can submit joint project proposals to relevant funding agencies and the funding applications should be made by the participating parties with their mutual consent and discussions regarding the scope and extent of such funded program and its goals.

12.0 COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU

13.0 POINT OF CONTACTS

Each Party will nominate its own representatives who would be responsible for all measures to be undertaken under this agreement and they would be called point of contact (PoC). The point of contact for each of the parties is mentioned below:

FOR TEZPUR UNIVERSITY

Dr. Santi Gopal Maji, Associate Professor, Department of Commerce, Tezpur University, Napaam, Tezpur, Assam 784028, India
Email: sgmaji2010@gmail.com; Phone No. +91-9434030244
(On lien from NEHU as Assistant Professor w.e.f. 12.12.2019 to 11.12.2021)

FOR TRIPURA UNIVERSITY

Dr. Subir Kumar Sen, Assistant Professor, Department of Commerce, Tripura University, Suryamaninagar, Agartala-799022, Tripura, India
Email: subirkumarsen@gmail.com; Phone No. +91-9089880888

FOR THE UNIVERSITY OF BURDWAN

Prof Santanu Kumar Ghosh, Department of Commerce, The University of Burdwan, Golapbag, P.O.-Rajbati, Dist- East Burdwan. West Bengal-713104, India
Email: shantanu.kaizen@gmail.com, Phone: +919434360561

14.0 MODIFICATIONS TO MOU

Any amendment or modifications of this MOU shall be in writing by both parties.
The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

15.0 FORCE MAJEURE


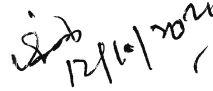






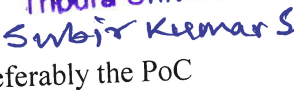
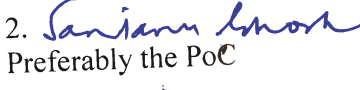
Neither party shall be held responsible for non-fulfillment of their respective obligation under this MoU due to circumstances beyond their control but not limited to war, flood, cyclones, riots, strikes etc. If such condition continues beyond six months, the parties shall then mutually decide about the future course of action. Either party shall intimate each other of any such event.

In witness whereof, the parties hereto have signed this MOU on the 9th Day of October 2020

a) SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of	On behalf of	On behalf of
Tezpur University, Assam	Tripura University, Tripura	The University of Burdwan, West Bengal
By : 	By :  12/10/2020	By : 
Name : <u>Dr. Bireen Das</u>	Name : <u>DR. K.B. JAMATIA</u>	Name : <u>PROF. ABHIJIT MAZUMDAR</u>
Title : The Registrar, Tezpur University	Title : The Registrar, Tripura University (Dr. K.B. Jamatia) Registrar (i/c) Tripura University	Title : The Registrar, The University of Burdwan
Date : <u>Tezpur University</u> <u>Napaam, Tezpur</u>	Date : <u>12/10/2020</u>	Date : <u>09.10.2020</u>
SEAL	SEAL	SEAL 
Witness:	SEAL	SEAL
1.  Preferably the HoD Department of Commerce Tezpur University	1.  Preferably the HoD (Dr. Chinmoy Roy) Professor & Head Department of Commerce Tripura University	1.  Preferably the HoD HEAD DEPARTMENT OF COMMERCE THE UNIVERSITY OF BURDWAN
2.  Preferably the PoC Department of Commerce Tezpur University Napaam, Assam- 784028 Co - PI	2.  Preferably the PoC Co - PI and Assistant Professor Department of Commerce Tripura University	2.  Preferably the PoC PI UGC STRIDE-III